

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1199

DATE ISSUED: January 5, 2017

The State of Ohio, through the Department of Administrative Services, for the Ohio Office of Information Technology Services is requesting proposals for:

**Data Analytics Platform (Compute / Storage)
Data Analytics Expert Firms, Tools and Methods**

INQUIRY PERIOD BEGINS: January 5, 2017

INQUIRY PERIOD ENDS: February 3, 2017

OPENING DATE: February 17, 2017

OPENING TIME: 1:00 p.m.

OPENING LOCATION: Department of Administrative Services
Bid Room
4200 Surface Road
Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE: January 19, 2017

This RFP consists of five parts and eight attachments, totaling 45 consecutively numbered pages. Supplements also are attached to this RFP. Please verify that you have a complete copy.

In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work statements, service levels requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process in Part Three of the RFP.



PART ONE: EXECUTIVE SUMMARY

Purpose. This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Administrative Services (DAS), Office of Information Technology (OIT) is soliciting competitive sealed proposals (“Proposals”) for the prequalification of Data Analytics Processing Platforms (Compute/Storage) (Supplement 1) and Data Analytics Expert Firms, Tools, Methods (Supplement 2).

If suitable Proposals are made in response to this RFP, the State of Ohio (the “State”), through DAS/OIT, may enter into one or more contracts (the “Contract” or “Contracts”) that prequalify one or more selected offerors (the “Contractor” or “Contractors”) to submit proposals and compete for performance of the work described in Supplements 1 and 2 to this RFP that the State, in its sole discretion, determines is in the best interests of the State.

All Contracts awarded pursuant to this RFP shall be for purposes of prequalification only with no minimum guarantee of any business. Prequalified contractors will be eligible to receive, at the State’s sole discretion, and respond to future Statement of Work (SOW) Solicitations for Exploratory Projects (see Supplement 2) that may, but are not required to, be issued and awarded by DAS. Each Solicitation will include Contractors qualified under Supplement 2 whose Proposals submitted in response to this RFP demonstrate, as determined by the State within its sole discretion, that the Contractor possesses the expertise, functionality and resources required for the successful performance of the Work, and may (at the discretion of the State) include a Public Processing Platform from the qualified Contractors from Supplement 1. The number of Contractors to be pre-qualified under Supplement 2 (if any) has not been determined and will depend upon the quality of the Proposals received in response to this RFP. The State will use the technical scores to rank Proposals for each Supplement prior to establishing the cut-off point for each Supplement. This RFP provides details on what is required to submit a Proposal for pre-qualification, how the State will evaluate the Proposals, and what is likely to be required of the Contractor in performing Exploratory Projects.

This RFP also gives the estimated dates for the various events in the submission process and selection process to achieve prequalification. As a contractual vehicle to prequalify one or more selected offerors, and no minimum guarantee for work, this RFP does not provide dates for Performance of the Work. While all dates provided in this RFP are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once selected for potential prequalification, the term of the Contract evidencing prequalified status will be from the effective date of prequalification until June 30, 2017. The State may renew the Contract for up to two (2) additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds (if needed) for the Contract in each new biennium. Any such renewal of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Administrative Services.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the terms and conditions in this RFP.

Background. The State maintains more than 2,600 IT systems which span and address the needs of the following Lines-of-Business (LOB): Health and Human Services, Business and Industry, Administration and Finance, Public Safety and Criminal Justice and Infrastructure and Environment. These IT systems organize and support State Agencies in delivering services to the citizens and businesses of the State as well as serve as vital links between the public and the State to seek help and assistance, start and grow businesses, obtain services, work and live in our State. The use of State data assets to increase the well-being of Ohioans and their health, property, security, livelihood and prosperity is essential.

In aggregate, these systems maintain a wealth of data and historically have been commissioned and operated expressly to serve the purposes of Agencies. Unlocking this data would allow the State to identify and drive

meaningful social change to make a difference for the citizens of Ohio – fixing communities, restoring hope to those most in need, identifying inefficiencies, creating jobs and economic growth, adjusting policies, and predicting and preparing for otherwise unexpected events.

The challenge to the State is how best to organize this data into information, identify meaningful social applications and develop policies and programs to focus the State on what is most important to our citizens. In realizing this challenge, there are several opportunities that present themselves that will require coordination, consideration and resolve to design and orchestrate a program that delivers results for our citizens. Better use of Ohio's vast data, analytical resources and talent pool in our university systems and across the State must be applied to pressing problems such as poverty reduction, job creation, infant mortality and bettering our environment.

In consideration of these State systems and the data they maintain, there is an extraordinary opportunity in sharing, unification and analysis of the underlying data sets by placing them under the lens of advanced analytical tools, data scientists, State program experts and policymakers that are now possible and commonly available across the State and the country.

This Service is new to the State and there are no incumbent vendors performing the services required under this RFP.

Overview of the Project's Scope of Work. The Scope of the RFP is organized in Supplements One and Two as follows:

Scope of Supplement 1: To establish a pool of pre-qualified Contractors that offer public/cloud based analytics platform processing capabilities and to provision for a State Public, Private and Protected data analytics platform suitable for conducting projects involving very large dataset analysis using a combination of open-source, commercial and vendor proprietary computing and storage platforms including highly complex numerical analysis of textual, structured, non-structured, spatial and other data sources.

Scope of Supplement 2: To establish a pool of pre-qualified Contractors that are capable of performing Exploratory Projects in a multitude of Data Analytics Domains based upon State need including one or more of the following:

- Life Sciences & Public Health
- Waste, Fraud & Abuse
- Risk Management (Insurance & Claims Management)
- Cyber/Security
- Environment & Natural Resources
- Workforce
- Public Safety / Security
- Crime, Corrections and Recidivism
- Education
- Government Process Automation / Decision Making
- Audit, Compliance & Regulation
- Commerce & Industry
- Transportation
- Utilities

Calendar of Events. The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates

RFP Issued:	January 5, 2017
Inquiry Period Begins:	January 5, 2017
Pre-Proposal Conference Date:	January 19, 2017 at 11:00 a.m.
Inquiry Period Ends:	February 3, 2017 at 8:00 a.m.
Proposal Due Date:	February 17, 2017 at 1:00 p.m.

Estimated Dates

Award Date:	March 2017
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Estimated Work Dates

Work Begins:	As soon as April 2017
	Following Individual Competitive Project Procurement Solicitations

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five parts and has eight (8) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts:

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

Attachments:

- Attachment One Evaluation Criteria for each of Supplements One and Two
- Attachment Two Work Requirements and Special Provisions
- Attachment Three Requirements for Proposals
- Attachment Four General Terms and Conditions
- Attachment Five Sample Contract
- Attachment Six Offeror Certification Form
- Attachment Seven Offeror Profile Summary
- Attachment Eight Standard Affirmation and Disclosure Form (EO 2011-2012K)

Supplements:

- Supplement 1 Multi-Agency Data Analytics Processing (Compute, Storage) Platform
- Supplement 2 Multi-Agency Data Analytics Expert Firms, Tools and Methods
- Supplement 3 State Security, Privacy and Data Handling Requirements

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

Contacts. The following person will represent the State during the RFP process, Procurement Representative:

Maria L. Johnson, IT Acquisition Analyst
Ohio Department of Administrative Services
Office of Information Technology
Enterprise IT Contracting
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

During the performance of the Work, a State representative (the “Work Representative”) will represent the State and be the primary contact for the Work. The State will designate the Work Representative after the Contract award.

Inquiries. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State’s Procurement Website at <http://procure.ohio.gov/>;
- From the Quick Links menu on the right, select “**Bid Opportunities Search**”;
- In the “**Document/Bid Number**” field, enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter “A”);
- Select “**Request for Proposals**” from the Opportunity Type dropdown;
- Click the “Search” button;
- On the Opportunity Search Results page, click on the hyperlinked Bid Number;
- On the Opportunity Details page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
 - First and last name of the prospective offeror’s representative (the Offeror Representative) who is responsible for the inquiry,
 - Name of the prospective offeror,
 - The Offeror Representative’s business phone number, and
 - The Offeror Representative’s email address;
- Type the inquiry in the space provided including:
 - A reference to the relevant part of this RFP,
 - The heading for the provision under question, and
 - The page number of the RFP where the provision can be found;
- Enter the Confirmation Number at the bottom of the page
- Click the “Submit” button.

An offeror submitting an inquiry will receive an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State’s Procurement Website by using the “Bid Opportunities Search” feature described above and by clicking the “View Q & A” button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference. The State will hold a WebEx Pre-Proposal Conference on January 19, 2017, beginning at 11:00 a.m. Eastern Standard Time (EST). The purpose of this conference is to discuss the RFP and the Work with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Information regarding the WebEx meeting, including the WebEx meeting link, meeting number, and meeting password will be provided in the form of an Addenda/Amendment on the State's Procurement Website.

Participation in the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Bid Opportunities Search" function of the State's Procurement Website (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements any time before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section as part of its total Proposal before the opening time on the Proposal due date. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and seven (7) copies of the technical section. Further, the offeror must mark the outside of each package with either "**Supplement 1 Response - Multi-Agency Data Analytics Processing (Compute, Storage) Platform**" or "**Supplement 2 Response - Multi-Agency Data Analytics Expert Firms, Tools and Methods,**" as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on USB Thumb Drive in Microsoft Office, Microsoft Project, or Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due and must be received by the Department of Administrative Services bid desk no later than 1:00 p.m. Columbus, Ohio local time on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
Attn: Bid Desk
4200 Surface Road
Columbus, Ohio 43228

Bid Desk Main Phone Number: 614-466-5090

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Desk accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements and terms and conditions. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. In its sole discretion, the State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes that it is in the State's interest and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it may have its Proposal rejected by the State. Further, any offeror that submits multiple Proposals for each of these options may have all of its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process or negotiations process (if any), regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and/or seek to do the Work through a new RFP or other means.

Evaluation of Proposals Generally. The evaluation process may consist of up to five distinct phases:

1. Initial review;
2. Technical evaluation;
3. Requests for more information
4. Determination of responsibility; and
5. Contract negotiations.

The State may decide whether phases three and five are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections. During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review. The State will review all Proposals for format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Late proposals will not be opened or considered. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation. The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other Attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document the evaluation results for each Proposal considered.

Requirements. Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Requests for More Information. The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest-ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest-ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility. The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks. As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its

proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies and independent research.

Financial Ability. Part of the State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith and without unreasonable delay.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to

know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate. If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

PART FIVE: AWARD OF CONTRACT(S)

The State plans to award Contracts evidencing prequalified status based on the schedule in the RFP. PLEASE NOTE: Obtaining a Contract evidencing prequalified status through this RFP does not constitute or guarantee an award to perform an Exploratory Project.

Included with this RFP, as Attachment Five, is a sample of the Contract evidencing prequalified status under this RFP. The State will issue two originals of the Contract to the Contractor(s) selected for prequalification. The offeror must sign and return the two originals to the Procurement Representative. The State also may issue two originals of any Master Contract(s) for Master Cloud Services Agreement (Cloud Agreement), if applicable to the Contractor. If the licensor under any such Cloud Agreement is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. The Contract and any Cloud Agreement will bind the State only when the State's duly authorized representative signs all copies and returns one signed copy to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

If the State selects a Contractor to enter into a Contract for prequalified status pursuant to this RFP, and the Contractor is unable or unwilling to sign the Contract, the State may withdraw its offer of prequalified status, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal.

Contract. If this RFP results in a Contract for prequalified status being offered, the Contract will consist of:

1. The one-page Contract (Attachment Five) in its final form; and
2. A **Data Analytics Processing and Storage** and/or **Data Analytics Expert Firms, Tools and Methods** Contract dated _____, 2017 which includes the RFP; Attachment Four, and all other Attachments, Supplements and materials included in this RFP; and Contractor's Response dated _____, 2017 to the extent expressly accepted by the State.

The Contract for prequalified status is the result of and includes agreed upon changes to the RFP, its attachments and supplements including any written amendments to the RFP and any materials incorporated by reference in the RFP; and the Contractor's Proposal, including written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

Amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

Any Master Contract for Software Licensing will be a separate agreement and not part of the Contract, but the State may require the incorporation into the Master Contract of any representations regarding the performance, features, and functions of the Key Commercial Software made in the RFP.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements. The first table lists the mandatory requirement for each Supplement of this RFP. If the offeror's Proposal meets the mandatory requirement of a Supplement, the offeror's Proposal may be included in the next part of the technical evaluation phase for those Supplements as described in the next table.

Mandatory Requirement One – Analytics Platform Provider (Supplement 1 Offerors Only)	Reject	Accept
<p>Supplement 1, Analytics Platform Provider: The provider of the proposed Cloud Based Analytics Platform, must possess and maintain either of: a FEDRAMP AUTHORIZED Infrastructure as a Service (IaaS) or Platform as a Service (PaaS) authorized platform at a MODERATE or HIGH level suitable for performing Advanced Analytics as listed on:</p> <p>https://marketplace.fedramp.gov/index.html#/products?sort=productName</p>		

Mandatory Requirement Two – Analytics Expert Firms (Supplement 2 Offerors Only)	Reject	Accept
<p>Supplement 2, Analytics Expert Firms: The offeror and/or proposed team must have performed at least one (1) project using Data Analytics in at least one (1) of the following Data Domains and all data domains in which the offeror seeks to be considered by the State for Pre-Qualification for Exploratory Project Solicitations in the future:</p> <ul style="list-style-type: none"> ▪ Life Sciences & Public Health ▪ Waste, Fraud & Abuse ▪ Risk Management (Insurance & Claims Management) ▪ Cyber/Security ▪ Environment & Natural Resources ▪ Workforce ▪ Public Safety / Security ▪ Crime, Corrections and Recidivism ▪ Education ▪ Government Process Automation / Decision Making ▪ Audit, Compliance & Regulation ▪ Commerce & Industry ▪ Transportation ▪ Utilities <p>For purposes of defining the term 'Data Analytics' for this requirement, the State offers: Data Analytics includes the use of advanced statistical analysis techniques such as nonlinear complex multivariate simulations, nonparametric regression, analysis of homogeneity of variance, covariance, multivariate cluster/outlier analyses, or extremely advanced applications of group theory used to map sets of observations including (but not limited to):</p> <ul style="list-style-type: none"> ▪ Artificial Intelligence ▪ Cognitive Computing ▪ Data Mining, Neural Networks ▪ Micro and Macro Trending, Outlier Analysis 		

Mandatory Requirement Two – Analytics Expert Firms (Supplement 2 Offerors Only)	Reject	Accept
<ul style="list-style-type: none"> ▪ Machine Learning & Deep Learning ▪ Open Data Platforms ▪ Policy Change through Outcome Analysis ▪ Crowdsourcing and Social Media ▪ Text Mining ▪ Sensor Technology and Internet of Things ▪ Augmented and Virtual Reality ▪ Geospatial Technology and Modelling <p>Offerors and/or proposed teams that seek to be qualified in multiple Data Domains must provide evidence (by completing and submitting multiple forms – see Attachment 7) of their qualifications for each Domain in which the offeror seeks to be Pre-Qualified by the State.</p>		

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Supplement 1: Multi-Agency Data Analytics Processing (Compute, Storage) Platform In addition to meeting Mandatory Requirement One					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Demonstrated experience in hosting projects (computing and storage) Open Source and Commercial Data Analytics tools commonly utilized by the Data Analytics/Scientist Community on supported releases or distributions (as applicable) of Windows, Linux or Unix.	100				
Ability to provide dedicated Computing Platforms as well as “On Demand” and “Highly Scalable” models for High Processor and Memory Configurations (i.e., greater than 12 processors, greater than 16GB RAM) for performing processor and memory intensive Data Analytics projects.	75				
Ability to provide commodity, general purpose and specialized storage models (e.g., high capacity/low performance, SSD and “in-memory”) to support very large dataset analysis (dozens to hundreds of terabytes) in one or more of Hadoop, Hive/Pig, Spark, Presto, R and HBase or offeror-specific Commercial Tool processing environments.	200				
Ability to provide one or more of pre-provisioned Hadoop, Hive/Pig, Spark, Presto, R and HBase or offeror-specific Commercial Tool environments that can be deployed concurrent with the award of a State Exploratory Data Analytics project.	200				

Supplement 1: Multi-Agency Data Analytics Processing (Compute, Storage) Platform In addition to meeting Mandatory Requirement One					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Ability to host analytics projects that contain data that is protected under Federal or State laws such as (but not limited to): HIPAA, FERPA, PCI or IRS Publication 1075.	75				
Compliance with State Data Security and Privacy Provisions as included in Supplement 2 of this RFP.	50				
Total Points Available	700				

Supplement 2: Multi-Agency Data Analytics Expert Firms In addition to meeting Mandatory Requirement Two					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Firm Credentials and Experience	50				
Firm Capabilities, Methods and Tools	50				
Experience within Proposed Data Domain(s) that the offeror seeks to be Qualified within.	200				
Innovations that Produced Measurable Outcomes demonstrated ability to innovate.	100				
Offeror Team Members and Access to Experienced & Credentialed Data Scientists.	200				
Experience with General Purpose Analytic Tools including any of: <ul style="list-style-type: none"> ▪ Hadoop and Hadoop-based variants; ▪ Spark and other NoSQL and NewSQL databases; ▪ Graph, Bitmap and Spatial Databases; ▪ Massively Parallel, Cloud and Cluster Platforms and Services; ▪ Data Extraction / Transformation / Integration Tools; ▪ Crowd Sourced and Open Sourced Datasets; 	100				

Supplement 2: Multi-Agency Data Analytics Expert Firms In addition to meeting Mandatory Requirement Two					
Scored Criteria	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
<ul style="list-style-type: none"> ▪ General Purposes Analyst and Analytics Platforms; ▪ Data Science Platforms; ▪ Visualization and Reporting Platforms; ▪ Business Intelligence and Statistical Computing Tools and Environments; ▪ Social Analytics Sources and Tools; ▪ Real-Time, Machine Learning, Speech, Natural Language Processing and Artificial Intelligence; or ▪ Cognitive, Search, Text and Spatial Tools and Sources. 					
Total Points Available	700				

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the **Supplement 1 Technical Proposal** will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formulas:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

The offeror with the highest point total for the **Supplement 2 Technical Proposal** will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formulas:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

ATTACHMENT TWO:

SPECIAL PROVISIONS APPLICABLE TO EXPLORATORY PROJECTS (IF AWARDED)

Submittal of Exploratory Project Deliverables. If a Contractor that is pre-qualified pursuant to this RFP is awarded a contract for performance of an Exploratory Project pursuant to a separately issued SOW Solicitation for an Exploratory Project (see Section entitled “The Statement of Work Solicitation Process for Supplements One and Two” below), the awarded contractor (an “EP Contractor”) must perform the Exploratory Project work in a timely and professional manner that produces deliverables that fully meet the Exploratory Project’s specifications. Specifications for Exploratory Project deliverables (“Project Specifications”) will be stated in the SOW Solicitation for the Exploratory Project and incorporated into the contract for the Exploratory Project (the “Project Contract”). The provisions of an EP Contractor’s contract evidencing prequalification under this RFP (including, without limitation, this Attachment Two) will also be incorporated into a Project Contract unless otherwise determined by the State.

The EP Contractor will be required to provide the deliverables no later than the due dates stated in the Project Contract. Typically, at the time of delivery of a written deliverable, EP Contractor must submit an original and one copy of each deliverable, plus an electronic copy. The EP Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting an Exploratory Project deliverable, the EP Contractor represents that the deliverable fully conforms to the requirements of the Project Contract and all applicable Project Specifications.

The EP Contractor must provide all Exploratory Project deliverables to the State Authorized Representative, who will review (or delegate review of) the deliverables within a reasonable time after receipt, as specified in the State-approved, baselined Project plan.

To assist the State with its review of Exploratory Project deliverables, the EP Contractor and each of its subcontractors (if any) shall, if requested by the State, promptly: (i) describe in writing the methodologies, algorithms and assumptions underlying the deliverables, and provide any other information requested by the State that is reasonably necessary to verify the data and conclusions contained in the deliverables; and (ii) meet with the State Authorized Representative and his or her delegates to discuss any questions or other issues that the State identifies as a result of its review of the descriptions and information provided by EP Contractor or its subcontractors as described in subpart (i) of this paragraph. The EP Contractor’s or any subcontractor’s failure to promptly provide such assistance may result in deliverables being determined to be not in compliance with the Project Contract.

If the State determines that an Exploratory Project deliverable does not fully conform to the Project Contract or any applicable Project Specification, the State Authorized Representative will note the reason for non-compliance and send notification to the EP Contractor Account Manager. At no expense to the State, the EP Contractor then must bring the deliverable into conformance and re-submit it to the State Authorized Representative within ten business days. Until the EP Contractor has demonstrably corrected all outstanding non-conformities, the performance period will not restart and the deliverable (or part thereof) will not be accepted. The EP Contractor will not be compensated for any deliverable until the deliverable: (i) is determined by the State to fully conform to the Project Contract and all applicable Project Specifications; and (ii) is accepted by the State. Any additional cost associated with the iterations of Exploratory Project deliverables required to obtain acceptance are the sole responsibility of the EP Contractor.

If the State agrees the deliverable fully conforms to the Project Contract and all applicable Project Specifications, the State Authorized Representative will sign a Deliverable Submittal Form and return a copy to the EP Contractor. In addition, if the State Authorized Representative or designee determines that the State should make a payment associated with the deliverable, the State Authorized Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment and the payment itself do not indicate that the State has accepted the deliverables associated with the payment. The State's acceptance of Exploratory Project deliverables is conditioned on the deliverable fully conforming to the Project Contract and all applicable Project Specifications.

Contractor shall not incorporate any terms and conditions into a deliverable or other work product.

Reimbursable Expenses. Varies dependent upon the Exploratory Project.

Location of Work and Data. Contractors performing Exploratory Projects must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the Contractor has not submitted the affirmation and disclosure form EXECUTIVE ORDER 2011-12K (refer to Attachment 8) representing that it will ensure that all work on the Project will be done within the United States and that all State data will remain in the United States. Additionally, the Contractor must provide written notification for approval if at any time the location of work or data changes.

Work is to be performed at a combination of sites which must include the State of Ohio Computer Center and may include other facilities within the United States. All services, work products, deliverables and data must remain within the United States. Offshore access to any element of the Solution, Service, State specific deliverables, work products, technical details, systems, infrastructure or other data is not permissible under any circumstances.

Background Check. Awarded Contractor personnel candidates must undergo a 10 panel drug screen and complete a thorough background check at the Contractor's expense prior to the award or commencement of any Project work. This will include previous work addresses for the last ten (10) years excluding high school.

Prohibition on Damaging State Resources or Infrastructure or Removal of State Data or Information. Under no circumstances will a Contractor design or perform any work on any element of State infrastructure, whether owned or contracted by the State via a third party, as to render it unusable, impact the availability of the system during published availability hours to the general public or to do permanent damage or harm to the system of infrastructure element.

The Statement of Work Solicitation Process for Supplements One and Two. Work will be awarded via the Solicitation process described in Supplement 2 related to Exploratory Projects. All SOW Solicitations will be issued by the Office of Information Technology. The SOW Solicitation will be released to pre-qualified Contractors from Supplement 1 and/or Supplement 2 that, as determined in the sole discretion of the State, possess the expertise, functionality and resources most closely matching the requirements of the relevant SOW Solicitation. The State has no liability for failure to include a pre-qualified Contractor in an SOW Solicitation release if such decision is based on the State's reasonable determination that, given the content of the Contractor's Proposal submitted in response to this RFP, the Contractor is not a suitable candidate for performance of the relevant project or service. The selected prequalified Contractor (i.e., EP Contractor) may partner with one or more subcontractors. All subcontractors shall be identified within the pre-qualified Contractor's proposal submitted in response to the SOW Solicitation. The steps identified below describe the process of a SOW Solicitation.

A Contractor will not be required to respond to every SOW Solicitation issued. However, each pre-qualified Contractor is expected to respond to a majority of the SOW Solicitations issued for which it is included in the pool of pre-qualified Contractors to which the solicitation is released. Should a Contractor not respond to a majority of such Solicitations, it may be removed from the list of pre-qualified Contractors.

The Statement of Work Solicitation Content. Each SOW Solicitation shall contain a Project Statement of Work stating the applicable Project Specifications. The State may revise or refine the SOW Solicitation format and content requirements as needed.

If Exploratory Project deliverables fail to fully conform to the requirements of the Project Contract and all applicable Project Specifications, the Contractor will be in default. In addition to all other remedies the State may have under the Project Contract, the State will have the right to request correction or replacement of the nonconforming deliverable, at Contractor's sole cost.

ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

Proposal Format. These instructions describe the required format for a responsive Proposal to this RFP. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word® version of the RFP to provide an **in-line response** to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, **styles** or shaded backgrounds, so long as the use of these formats is consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required sections of the RFP, offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Illustrative Example: Customers Served in the Widget Space:

Instructions: *The offeror is to describe the customers (i.e., companies, agencies, entities, etc.) served in the Widget domain and the nature of the services provided, as well as the duration of the service.*

Offeror Response: *The Acme Corporation has been in business for over 20 years, Acme is a leading supplier of Widget and Widget based services with clients in a variety of sectors including public (23 states) and private (125 of the Fortune 400).*

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

Each Proposal must include a response to every request for information in this attachment and the Supplement(s) that the offeror is providing a response to. When a detailed response is required, simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

Offerors are advised to limit offeror marketing statements and positioning to the area(s) of the Proposal applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its response. This page limit shall not apply to: State mandatory forms, representations and affirmations, response form(s) and other structured forms required under this RFP.

Each Proposal must contain the following **tabbed sections in the in-line response:**

Technical Proposal

1. Cover Letter
2. Supplier Information Form (OBM-5657)
3. Subcontractor Letters

4. Offeror Certification Form
5. Offeror Profile (as it relates to the proposed work)
6. Proposed Solution
 - Supplement 1 Response
 - Supplement 2 Response
7. Acceptance and Compliance Response to Supplement 3 (Applies to All Responses)
8. Proof of Insurance
9. Payment Address
10. Legal Notice Address
11. W-9 Form
12. Independent Contractor Acknowledgement
13. Standard Affirmation and Disclosure Form (EO 2011-12K)
14. Affirmative Action Program Verification Form
15. Attachment 4: General Terms and Conditions Acceptance

Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offeror. The cover letter must include a brief executive summary of the solution the offeror plans to provide. The letter must also have the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles; and
- c. A statement certifying the Contractor is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.

Supplier Information Form. The offeror must submit a signed and completed Vendor Information Form (OBM5657). The form is available at: <http://ohiosharedservices.ohio.gov/Suppliers.aspx>

Subcontractor Letters. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

Offeror Certification Form. The offeror must complete Attachment 6, Offeror Certification Form.

Offeror Profile. Each response to a Supplement must include a description of the offeror and/or proposed team capability, capacity, and experience in support of the requirements of each Supplement. The description should include the date the offeror (and/or proposed team) was established, its leadership, number of employees, number of employees the offeror anticipates engaging in work directly related to a Project, and any other background information or relevant experience that will help the State gauge the ability of the offeror to perform work and services related to Exploratory Projects.

The various sections of the Offeror Profile Summary Forms are described below:

a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Project Name.** The offeror must provide the name of the project where it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror actually performed the work, not just the length of time the offeror was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and to achieve the milestones within the scope of work of this RFP.**

The offeror must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Proposed Solution – Supplement 1 or Supplement 2 Response. The offeror must describe in detail how its proposed solution meets the considered work and requirements described in this RFP. The offeror may not simply state that the proposed services will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the requirements of this RFP and how the offeror's proposed services meets those requirements.

- For either Supplement 1 or 2, offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Requirements, General Scope of Work, Statement of Work Solicitation Process, and Special Provisions contained in each Supplement.
- All Supplements are being provided as Microsoft Word documents through the State's procurement website as a convenience for responding to the RFP. The Supplement's content must not be modified. If the content is modified, reformatted or omitted, the offeror's response may be disqualified. As part of their response, Offerors are to provide native Microsoft Word based documents that comprise the requirements of a Supplement, inclusive of their response.

Acceptance of Supplement 3 – State Architecture and Computing Standards, Security and Privacy, State IT Computing Policy and State Data Handling Requirements. Offerors must include the entire content of Supplement 3 as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Requirements contained in Supplement 3.

Proof of Insurance. The offeror must provide a certificate of insurance evidencing the insurance coverage required by a contract for work and/or services related to an Exploratory Project. The policy may be written on an occurrence or claims made basis.

Payment Address. The offeror must give the address to which the State should send payments due under a contract for a Project.

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

W-9 Form. The offeror must complete a W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9. A current version of the Internal Revenue's W-9 form is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Independent Contractor Acknowledgement Form. Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at:

<https://www.opers.org/forms-archive/PEDACKN.pdf>

Standard Affirmation and Disclosure Form (EO 2011-12K). The offeror must complete and sign the Affirmation and Disclosure Form (Attachment) as part of its Proposal. Executive Order 2011-12K is available at:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed. The form is available at:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site, at:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>.

Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

- I. **GLOSSARY** – The following definitions are applicable to all components of the Contract:
- A. **Acceptance:** Approval and retention by the Ordering Agency of any products, supplies, services or other Deliverables, delivered to fulfill Contract requirements.
 - B. **Contracting Agency:** The agency with which the Contractor enters into the agreement and that has the authority to enforce the Terms and Conditions of this Contract. The Contracting Agency may also be the Ordering Agency.
 - C. **Default:** The omission or failure to perform any obligation under this Contract.
 - D. **Deliverable:** Any Contractor-provided products, supplies, services or work product described in the specifications of the Contract.
 - E. **Ordering Agency:** The entity, including State agencies and State of Ohio Cooperative Purchasing members authorized under Section 125.04 of the Ohio Revised Code, ***THAT PURCHASES AND ACCEPTS THE PRODUCTS, SUPPLIES, SERVICES OR OTHER DELIVERABLES UNDER THIS CONTRACT AND THAT IS RESPONSIBLE FOR PAYMENT. THE ORDERING AGENCY MAY ALSO BE THE CONTRACTING AGENCY.***
 - F. **State:** The State of Ohio
 - G. **Time and Materials Contract:** A Contract in which Contractor is paid (1) an hourly rate for labor performed and (2) if applicable and with prior approval by the Ordering Agency, for the cost of the materials or supplies actually used by the Contractor. Such rates and costs shall be established through Contractor's submission of a price sheet, written quote, estimate, or invoice, as approved by the State. Hourly rates may include wages, overhead, general and administrative expenses, and reasonable profit. Materials or supplies may include the Contractor's direct and indirect costs attributable to the work performed.
- II. **REGULATORY CONTRACT REQUIREMENTS**
- A. **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
 - B. **APPROPRIATION OF FUNDS.** The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
 - C. **COMPLIANCE WITH LAW.** The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract.
 - D. **CONFLICT OF INTEREST/ETHICS.** Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

- E. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.
- F. DEBARMENT.** Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.
- G. DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- H. ELECTIONS LAW.** Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- I. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.

Before a Contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the Ohio Department of Administrative Services, Equal Opportunity Division.

- J. EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.** The Contractor affirms it understands Executive Order 2011-12K and shall abide by those requirements in the performance of the Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure form to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

- K. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the Contract complete and submit to the Ordering Agency the Independent

Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this Contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in Section 145.037 of the Ohio Revised Code.

- L. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- M. **REGISTRATION WITH THE SECRETARY OF STATE.** Contractor certifies that it is either:
 - 1. A company that is properly registered with the Ohio Secretary of State; or
 - 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 - 3. Exempt from registration requirements of the Ohio Secretary of State.
- N. **TAXES.** Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax.
- O. **TRAVEL.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with Rule 126-1-02 of the Ohio Administrative Code.
- P. **USE OF MBE AND EDGE VENDORS.** Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore the State encourages the Contractor to purchase goods and services from Ohio certified MBE and EDGE vendors.

III. CONTRACT CONSTRUCTION

- A. **EFFECTIVE DATE OF THE CONTRACT.** This Contract is in effect from the date of issuance of an approved State of Ohio purchase order or the effective date stated in this Contract, whichever is later. This Contract will remain in effect, through the expiration date stated in this Contract or the end of the current biennium unless this Contract is suspended or terminated pursuant to this Contract.

This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the State. The State will issue a notice to the Contractor if the State decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

- B. **CONTRACT AMENDMENTS.**

- 1. **AMENDMENTS.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. Notwithstanding the foregoing, the State may reduce non-material changes to writing and provide notice to the Contractor.
- 2. **WAIVER.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- C. **ASSIGNMENT / DELEGATION.** The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- D. **BINDING EFFECT.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- E. **LANGUAGE CONSTRUCTION.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- F. **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.
- G. **HEADINGS.** The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- H. **INJUNCTIVE RELIEF.** Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
- I. **NOTICES.** For any notice under this Contract to be effective the notice must be made in writing and delivered to the appropriate contact provided in the Contract.
- J. **ORDER OF PRIORITY.** Unless otherwise stated elsewhere in this Contract, the order of priority for this Contract is as follows:
1. Special State Terms and Conditions;
 2. Supplemental State Terms and Conditions;
 3. Standard State Terms and Conditions.

If there is any inconsistency or conflict between this Contract and any provision incorporated by reference by the Contractor, this Contract will prevail.

- K. **PUBLICITY.** The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State; and
 2. Use this Contract as a marketing or sales tool.
- L. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- M. **SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the State. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the State. The State reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

- N. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

IV. PAYMENT PROVISIONS

- A. **CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS.** None of the duties or obligations in this Contract are binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:
1. All statutory provisions under the Ohio Revised Code have been met.
 2. All necessary funds are made available by the appropriate State agencies.
 3. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the appropriate State agency.
 4. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.
- B. **INVOICE REQUIREMENTS.** The Contractor or dealer, authorized to submit invoices, must submit an original invoice to the office designated in the purchase order as the "bill to" address. The Contractor will only be compensated for the actual work performed and if applicable, supplies delivered and accepted by the State. To be a proper invoice, the invoice must include the following:
1. The purchase order number authorizing the delivery of supplies or services.
 2. Contract Number (if used)
 3. Agency Name
 4. Agency Billing Address
 5. Delivery location of supplies or services
 6. Contractor Name
 7. Contractor Address
 8. Contractor's Unique Invoice Number
 9. Date that services were provided or that supplies were delivered.
 10. Itemization of supplies or services provided, including cost.
 11. For leases, the invoice must also include the payment number (e.g., 1 of 36).
 12. For time and material Contracts, the invoice must reflect labor hours actually worked and if applicable supplies used; and,
 13. Clear statement of total payment expected.
- C. **PAYMENT DUE DATE AND PROCESS.** In accordance with Section 126.30 of the Ohio Revised Code payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, the Contracting Agency may also make payment by State of Ohio payment card or by warrant issued by the Auditor of State. At the time of contract award, Contractor must be able to accept all forms of payment from the State and Contracting Agency.

V. LIABILITY PROVISIONS

- A. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that:
1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect.
 2. No Deliverable will infringe on the intellectual property rights of any third party.

3. All warranties are in accordance with the Contractor's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Contractor has the right to enter into this Contract.
7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
8. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the State.
10. The Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Contractor shall be a minimum of one year or the Contractor's standard warranty whichever is longer.

- B. INDEMNITY.** The Contractor must indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including, but not limited to, bodily injury to any person (including injury resulting in death) or damage to property, that may arise out of, or are related to, the Contractor's performance under this Contract, providing such is due to the negligence or other tortious conduct of the Contractor, the Contractor's employees, agents, or subcontractors.

The Contractor must also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions:

1. Modify the Deliverable so that the Deliverable is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee the State paid for such Deliverable and any other affected Deliverable.

The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Ohio Attorney General.

- C. PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Contractor shall notify the Contracting Agency and all Ordering Agencies within two business days after notice has been given. The Contractor shall, at the option of the Ordering Agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the Ordering Agency. At the option of the Ordering Agency, the Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery

and acceptance to actual removal. The Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

VI. PERFORMANCE AND COMPLIANCE

- A. AUDITS.** The Contractor must keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP). Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor must, for each subcontract in excess of \$2,500, require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to Contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the Contract.

The Contractor must provide access to the requested records no later than 5 business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations, or overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages as well as the cost of the audit.

- B. F.O.B. DESTINATION/ACCEPTANCE.** The Contractor must provide Deliverables under this Contract F.O.B. Destination. The place of destination will be specified by the Ordering Agency on the agency's purchase order or other ordering document. Cost of the freight must be borne and paid by the Contractor unless otherwise stated.

All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State. Unless otherwise provided in this Contract, the State will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract. Title to any Deliverables will pass to the State on acceptance of the Deliverable.

- C. CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may

reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable. Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- D. FORCE MAJEURE (EXCUSABLE DELAY).** Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, other similar events or causes.

If the State or the Contractor cannot perform any part of its obligations under this Contract because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

- E. CONTRACT PERFORMANCE MANAGEMENT.** The Contracting and Ordering Agencies are responsible for administering and monitoring the Contractor's compliance and performance on this Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entities in a timely manner. If the Contractor fails to perform any one of its obligations under this Contract, it will be in default.

If the Contractor fails to satisfactorily correct the performance or compliance issue within the time designated by the Agency, the Contracting Agency may employ all available options and remedies, including termination of the Contract if necessary to resolve the Contractor's continued nonperformance or noncompliance.

- F. QUALITY ASSURANCE.** At the option of the Contracting or Ordering Agency samples may be taken from deliveries made and submitted for laboratory tests. The requesting agency will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the terms and conditions of the Termination provision of this Contract will be applied.

G. CONTRACT REMEDIES.

1. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor. The State may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by the Contractor's default.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, Deliverable, and milestone that are the subject of the default, for every day that the default is not cured by the Contractor.

3. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor compensation still due on the Contract.

H. SUSPENSION/TERMINATION. Any notice of termination or suspension will be effective as specified in the notice. The Contractor must immediately cease all work, refuse any additional orders, and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

At the State's request, the Contractor must immediately prepare a final report and deliver such report to the State. The report must detail the work completed and/or the orders received and not processed prior to the time of notice. If applicable, the report must include the percentage of the Project's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Contractor in doing the Project to date, and any deliverables completed or partially completed but not delivered to the State at the time of notice. All work, whether completed or not, must be delivered to the State along with the final report. The final report and any delivered work are subject to approval by the State.

1. Contract Suspension.

- a. If the Contractor fails to perform any one of the Contractor's obligations under this Contract, the Contractor will be in default and the State may suspend rather than terminate this Contract. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.
- b. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.
- c. The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice.

2. Contract Termination.

- a. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. The Contractor will be entitled to the pro-rated contract price for any Deliverable or portion of a Deliverable that the Contractor has delivered and the State has accepted before the termination. Total payments will not exceed the amount payable to the Contractor as if the Contract had been fully performed. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.
- b. **Termination for Cause.** If the Contractor fails to perform any of its obligations under this Contract, the Contractor will be in default and the State may terminate this Contract in accordance with this section.
- c. **Termination for Persistent Default.** The State may terminate this Contract for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified the Contractor of its third default, the State may terminate this Contract without providing the Contractor with an opportunity to cure. The three defaults are not required to be related to each other in any way.
- d. **Termination for Endangered Performance.** The State may terminate this Contract if the State determines that the performance of the Contract is endangered through no fault of the State.

- e. **Termination for Financial Instability.** The State may terminate this Contract if the Contractor fails to timely pay its subcontractors, files a petition in bankruptcy or similar action, or the State finds other evidence of the Contractor's financial instability.
- f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract if the State determines that the Contractor is delinquent in its payment of federal, state or local obligations including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. The State also may terminate this Contract, if the State determines that the Contractor has violated any law during the performance of this Contract.
- g. **Termination for Subcontractor Default.** The State may terminate this Contract for the default caused by the Contractor's subcontractors. Any claims of its subcontractors due to suspension or termination will be the responsibility of the Contractor, who will indemnify the State for any liability to the subcontractors.
- h. **Termination for Failure to Retain Certification, License, and Permits.** If Contractor fails to obtain and maintain all official permits, approvals, licenses, certifications, and similar authorizations required by this Contract or by any local, state, or federal law throughout the duration of this Contract the State may immediately terminate the Contract.
- I. **TIME OF DELIVERY.** Time is of the essence in this Contract. The Contractor must deliver Deliverables as required by the Contract or coordinate an acceptable date and time for delivery with the Ordering Agency. If the Contractor is not able to or does not provide the Deliverables to the Ordering Agency by the date and time set forth in the Contract or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.

VII. DATA AND INFORMATION CONTROL

- A. **CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by the Contractor as a result of this Contract, without the written permission of the State. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements

The Contractor's obligation to maintain the confidentiality of the information will not apply where the information:

1. Was already in the Contractor's possession before disclosure by the State, and the information was received by the Contractor without the obligation of confidence.
2. Is independently developed by the Contractor.
3. Is or becomes publicly available without breach of this Contract except as provided in the next full paragraph.
4. Is rightfully received by the Contractor from a third party without an obligation of confidence.
5. Is disclosed by the Contractor with the written consent of the State; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
 - a. Notifies the State of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the Contractor shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, notwithstanding item 3 above, the Contractor does have an obligation to maintain the confidentiality of such sensitive personal information.

The Contractor must return all originals of any information provided by the State and destroy any copies the Contractor has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

- B. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION.** The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that any information, deliverables, records, reports, and financial records related to this Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure. The Contractor must comply with any direction from the State or an ordering agency to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

- C. SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. When on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

ATTACHMENT FIVE SAMPLE CONTRACT

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP 0A1199-1, entitled **Data Analytics Processing Platform** or 0A1199-2 **Data Analytics Expert Firms, Tools and Methods**, is between the State of Ohio, through the Department of Administrative Services and _____ (the "Contractor").

This Contract consists of:

1. This one-page signature page; and
2. The attached amended and clarified version of Contractor's "_____" dated _____ ("Contractor's Response"). Contractor's Response includes the RFP; Attachment Four, and all other Attachments, Supplements and materials included in this RFP; and Contractor's Response dated _____, 2017 to the extent expressly accepted by the State, and negotiated amendments thereto

Change orders and amendments issued after the Contract is signed may expressly change the provisions of the Contract. If so, the change orders and amendments will apply in accordance with their respective terms.

The term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017, whichever is sooner. The State may renew this Contract for up to two additional two-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium, for a possible maximum contract term expiring June 30, 2021. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Department of Administrative Services.

TO SHOW THEIR AGREEMENT, the parties have signed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT

By:

By: DAS Director

Title: _____

Title: Director

Date: _____

Date: _____

**ATTACHMENT SIX
OFFEROR CERTIFICATION FORM**

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

- 5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
- 6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the Work.
- 7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:

List of Subcontractors	

The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

- 8. The offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.

Provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Contractor Contact Information	
Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number	
Fax Number:	
Email Address:	

Signature: _____
Name: _____
Title: _____
Company Name: _____
Company D-U-N-S Number: _____

ATTACHMENT SEVEN OFFEROR PROFILE OFFEROR MANDATORY REQUIREMENTS

SUPPLEMENT 2 MANDATORY REQUIREMENT:

Supplement 2, Analytics Expert Firms: The offeror and/or proposed team must have performed at least one (1) project using Data Analytics in at least one (1) of the following Data Domains and all data domains in which the offeror seeks to be considered by the State for Pre-Qualification for Exploratory Project Solicitations in the future:

- Life Sciences & Public Health
- Waste, Fraud & Abuse
- Risk Management (Insurance & Claims Management)
- Cyber/Security
- Environment & Natural Resources
- Workforce
- Public Safety / Security
- Crime, Corrections and Recidivism
- Education
- Government Process Automation / Decision Making
- Audit, Compliance & Regulation
- Commerce & Industry
- Transportation
- Utilities

For purposes of defining the term 'Data Analytics' for this requirement, the State offers: Data Analytics includes the use of advanced statistical analysis techniques such as nonlinear complex multivariate simulations, nonparametric regression, analysis of homogeneity of variance, covariance, multivariate cluster/outlier analyses, or extremely advanced applications of group theory used to map sets of observations including (but not limited to):

- Artificial Intelligence
- Cognitive Computing
- Data Mining, Neural Networks
- Micro and Macro Trending, Outlier Analysis
- Machine Learning & Deep Learning
- Open Data Platforms
- Policy Change through Outcome Analysis
- Crowdsourcing and Social Media
- Text Mining
- Sensor Technology and Internet of Things
- Augmented and Virtual Reality
- Geospatial Technology and Modelling

Offerors that seek to be qualified in multiple Data Domains must provide evidence (by completing and submitting multiple forms – see Attachment 7) of their qualifications for each Domain in which the offeror seeks to be Pre-Qualified by the State.

ATTACHMENT EIGHT
Standard Affirmation and Disclosure Form

EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, State term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

The Contractor affirms, understands and will abide by the requirements of [Executive Order 2011-12K](#). If awarded a contract, the Contractor becomes the Contractor and affirms that both the Contractor and any of its Subcontractors will perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions, termination or a damages assessment. If the Contractor will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Standard Affirmation and Disclosure Form

EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____